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MAY 18 1993

LOS ANGELES SUPERIOR COURT

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MAY 22 1993

HUB LAW OFFICES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 IN AND FOR THE COUNTY OF LOS ANGELES

13 CHURCH OF SCIENTOLOGY)
14 INTERNATIONAL, a California)
not-for-profit religious)
15 corporation;)
16 Plaintiffs,)
17 vs.)
18 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)
19 Defendants.)

No. BC 052395

DEFENDANT ARMSTRONG'S
OPPOSITION TO MOTION FOR
CLARIFICATION, OR, IN THE
ALTERNATIVE, TO REQUIRE POSTING
OF AN UNDERTAKING; REQUEST FOR
SANCTIONS FROM PLAINTIFF AND
BOWLES AND MOXON; DECLARATION
OF FORD GREENE ^{1/}

Date: May 26, 1993
Time: 8:30 a.m.
Dept: 30

21 AND RELATED CROSS ACTION)
22)
23)

Trial Date: Vacated
Discovery Cut Off: Stayed
Motion Cut Off: Stayed

24
25
26 ¹ As set forth in more detail below, and in the
Declaration of Ford Greene In Support of Opposition To Motion For
27 Clarification, and in compliance with Local Rule ¶ 256, Armstrong
will seek monetary sanctions against both plaintiff and its
28 counsel, Bowles and Moxon, Laurie J. Bartilson appearing, in the
amount of \$2,325.00.

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1 **I. INTRODUCTION**

2 Scientology has filed a motion which it has dubbed as one for
3 "clarification," or, in the alternative, requesting an order
4 requiring Armstrong to post an undertaking pending appeal. This
5 motion should be denied on both procedural and substantive grounds
6 and sanctions should be awarded in Armstrong's favor. ¹/

7 Despite the fact that the primary issue litigated before this
8 Court on Armstrong's motion for a stay of proceedings was whether
9 the injunction was prohibitory, mandatory, or prohibitory in form
10 while being mandatory in effect, Scientology seeks to relitigate
11 the Court's adverse determination to it, and for all practical
12 purposes seeks reconsideration of the issuance of the stay order
13 under the guise of a motion for so-called "clarification."

14 The motion for "clarification" has not been brought pursuant
15 to any authority. The reason for this omission becomes clear in
16 light of what it seeks. The motion seeks an order either that the
17 stay which issued on March 23, 1993, does not apply to the
18 preliminary injunction which issued on May 28, 1992, or, if it
19 does, that the Court modify said stay order so as to require
20 Armstrong to provide an undertaking in order to be entitled to the
21 stay. In substance, the mechanism which Scientology employs is a
22 motion for reconsideration which, if properly identified and
23 brought, would be predicated upon Code of Civil Procedure section
24 1008. Since the express terms of § 1008 would jurisdictionally

25
26 ¹ As set forth in more detail below, and in the
27 Declaration of Ford Greene In Support of Opposition To Motion For
28 Clarification, and in compliance with Local Rule ¶ 256, Armstrong
will seek monetary sanctions against both plaintiff and its
counsel, Bowles and Moxon, Laurie J. Bartilson appearing, in the
amount of \$2,325.00.

1 preclude this Court from entertaining Scientology's instant
2 motion, Scientology claims to seek "clarification" of the Court's
3 stay order 50 days after it was issued and entered.

4 Furthermore, Scientology substantively fails to present any
5 new, relevant facts, circumstances, or law which would justify a
6 modification of the Court's stay order, even if the Court had
7 jurisdiction for such reconsideration.

8 Finally, Scientology's motion should be denied because
9 Scientology has unclean hands. Scientology's counsel, despite her
10 knowledge that Armstrong was represented by the undersigned
11 counsel, and despite Rule 2-100 of the Rules of Professional
12 Conduct which prohibits communications with a represented party,
13 wrote directly to Armstrong while Armstrong's counsel was on
14 vacation, provoking Armstrong's May 3, 1993, letter, upon which
15 the instant motion is in large part based.

16 For the foregoing reasons, Scientology's motion for
17 reconsideration should be denied.

18 **II. SCIENTOLOGY'S MOTION FOR "CLARIFICATION" IS A**
19 **MOTION FOR RECONSIDERATION, THE CONSIDERATION OF**
20 **WHICH THIS COURT HAS NO JURISDICTION TO ENTERTAIN**

21 **A. Since The Name Of The Motion Is Not**
22 **Controlling, Scientology's Motion Is**
23 **For Reconsideration Because It Asks**
24 **This Court To Decide The Same Matter**
25 **Previously Ruled On.**

26 The name of a particular motion; e.g. calling the instant
27 motion one for "clarification," is not controlling. The statutory
28 requirements of C.C.P. § 1008 "apply to any motion that asks the
judge to decide the same matter previously ruled on." Weil &
Brown, Civil Procedure Before Trial (The Rutter Group 1992) at §
9:324.1, p. 9(I)-88.12 (hereinafter "Weil & Brown"). Thus, to the

1 extent that the instant motion raises the same issues upon which
2 this court already ruled regarding the issuance of its stay order,
3 it is, in effect, a motion for reconsideration. Curtin v. Koskey
4 (1991) 231 Cal.App.3d 873, 878.

5 In order to determine whether or not the instant motion for
6 "clarification" is, in fact, one for reconsideration, we must
7 examine the issues litigated before the Court issued its order
8 staying the proceedings herein pending appeal.

9 **B. Review Of Litigation On Armstrong's Motion For Stay**

10 On March 17, 1993, pursuant to the Court's order which set an
11 expedited briefing and hearing schedule, Armstrong filed his
12 motion for a stay of proceedings. In the Notice to Armstrong's
13 application for stay, he asserted the following:

14 "The grounds for this application are as follows:

15 "1. Since the injunction is mandatory in effect and
16 since the appeal thereof embraces within its scope the
17 legality of the contract upon which it is based, trial
18 proceedings are subject to the automatic stay provisions of
19 Code of Civil Procedure section 916 (a); Paramount Pictures
20 Corp. v. Davis (1964) 228 Cal.App.2d 827, 835; Hayworth v.
21 City of Oakland (1982) 129 Cal.App.3d 723, 727." ^{2/}

19 Thereafter, Scientology joined the issue whether or not the
20 injunction was prohibitory in form, but mandatory in effect, which
21 would be determinative of whether or not Armstrong's application
22 fell within the automatic stay provisions of Code of Civil
23 Procedure section 916 (a). ^{3/}

24 _____
25 ² The Court is requested to review Armstrong's application
26 for stay of proceedings filed herein on March 17, 1993, in
27 determining whether Scientology's instant motion is, in fact, one
28 for reconsideration.

27 ³ In part, Scientology stated, on page 7 of its Opposition
28 to Armstrong's stay application, filed March 19, 1993, as follows:
"Armstrong also argues belatedly that these proceedings should be

1 At pages 4 through 6 of his reply in support of motion for
2 stay, filed March 22, 1993, Armstrong continued to assert that the
3 stay should be granted because the injunction was mandatory in
4 effect, even though it was prohibitory in form. ^{4/}

5 In the Court's minute order entered March 23, 1993, it
6 granted Armstrong's motion for a stay pursuant to Code of Civil
7 procedure section 916 (a) specifically adopting in the body of its
8 Order language set forth in said section. (Exhibit A to
9 Scientology's moving papers in support of instant motion.)

10 In its instant motion, Scientology argues that the injunction
11 should not be stayed while the appeal is pending because the
12 injunction is prohibitory. (Motion for Clarification at pp. 8-
13 10.) Thus, it is clear that the instant motion is one for
14 reconsideration of the Court's rejection of the same arguments
15 when it issued its March 23 stay order, or a motion seeking that
16 the Court amend its stay order to condition the same on
17 Armstrong's posting of an undertaking.

18
19
20
21 stayed because the Order is a 'mandatory' injunction, and C.C.P.
22 §916(a) provides for an automatic stay in the case of 'mandatory'
23 injunctions. Armstrong is wrong here for two reasons: first,
24 because the injunction is not mandatory, and second, because the
25 only stay authorized by §916(a) is a stay of the injunction; by
26 its very terms 'the trial court may proceed on any other matter
27 embraced in the action and not affected by the . . . order.'"

28 Armstrong requests that the Court consider this document in
its determination whether the instant motion is one which covertly
seeks reconsideration in the guise of "clarification."

⁴ The Court is requested to review Armstrong's reply
memorandum in support of motion for stay of proceedings, filed
March 22, 1993, in determining whether Scientology's instant
motion is, in fact, one for reconsideration.

1 It is clear that the issues Scientology is attempting to
2 litigate in the instant motion were already determined adversely
3 to it when the Court issued its stay order on March 23, 1993.
4 Since Scientology failed to bring the motion within 10 days of the
5 issuance of the stay order, and has not alleged any new facts,
6 circumstances or law, it has failed to comply with the essential
7 requisites of § 1008, and, therefore, the motion for
8 "clarification" should be summarily denied without further
9 consideration. City and County of San Francisco v. Muller (1960)
10 177 Cal.App.2d 600, 603.

11 **III. AN UNDERTAKING SHOULD NOT BE REQUIRED**

12 Despite its failure to comply with the requirements of
13 § 1008, Scientology argues that the Court should modify its stay
14 Order by conditioning the issuance thereof on Armstrong's posting
15 of an undertaking in the amount of \$200,000.00. It has not
16 alleged any new facts in this regard. Indeed, all of the facts
17 that it has alleged in support of the instant motion, Scientology
18 already asserted in its papers wherein it sought an Order finding

19 _____
20 ⁶(...continued)
21 by the order may, within 10 days after service upon the party of
22 written notice of entry of the order and based upon new or
23 different facts, circumstances, or law, make application to the
24 same judge or court that made the order, to reconsider the matter
25 and modify, amend, or revoke the prior order. The party making
26 the application shall state by affidavit what application was made
27 before, when and to what judge, what order or decisions were made,
28 and what new or different facts, circumstances or law are claimed
to be shown. . . . (e) This section specifies the court's
jurisdiction with regard to applications for reconsideration of
its orders and renewals of previous motions, and applies to all
applications to reconsider any order of a judge or court, or for
the renewal of a previous motion, whether the order deciding the
previous matter or motion is interim or final. No application to
reconsider any order or for the renewal of a previous motion may
be considered by any judge or court unless made according to this
section."

1 Armstrong to be in Contempt of Court. ^{7/} All such facts were
2 previously available to Scientology well in advance of the point
3 in time when it opposed Armstrong's application for a stay.
4 Indeed, with respect to such facts the Honorable Diane Wayne
5 refused to hold a hearing on Scientology's Order to Show Cause re
6 Contempt. Instead, she chose to wait for the appellate court's
7 determination and stated:

8 "THE COURT: Gentlemen. This case is on appeal?

9 MR. GREENE: Yes.

10 THE COURT: It seems to me to be ridiculous to hold
11 this hearing prior to a determination whether or not this is
12 a valid order. I mean I have some serious questions about
13 the validity of the order. And I'm not prepared to waste my
14 time if it's going to be heard and apparently it's going to
15 be heard very soon [in the Court of Appeal]. . . .

16 THE COURT: I mean it just seems like an inordinant
17 [sic] waste of our time."
18 (Reporter's Transcript of Proceedings, March 5, 1993, at pp. 1-2,
19 Exhibit H to Plaintiff's Opposition Memo. to Stay Motion filed
20 March 19, 1993) Indeed, for a long time Armstrong has held and
21 asserted the position that the preliminary injunction prohibits
22 him only from "assisting" plaintiffs (who were not governmental
23 entities) who are suing Scientology, and does not prohibit him
24 from speaking out in the media at all. ^{8/}

25 Thus, since Scientology has not come up with any new facts

26 ⁷ In this regard please see: Scientology's Ex Parte
27 Application For Order To Show Cause Why Gerald Armstrong Should
28 Not Be Held In Contempt; Memorandum Of Points And Authorities;
29 Declarations Of Laurie Bartilson And Kendrick L. Moxon And
30 Supporting Exhibits filed herein on December 31, 1992.

31 ⁸ See, Defendant Armstrong's Memorandum In Opposition To
32 Order To Show Cause Re Contempt, filed February 24, 1993;
33 Defendant Armstrong's Memorandum In Opposition To Order To Show
34 Cause Re Contempt [Supplemental], filed February 25, 1993;
35 Defendant's Objections To Sufficiency Of Plaintiff's Affidavit In
36 Support Of Order To Show Cause Re Contempt, filed February 24,
37 1993; Defendant Armstrong's Memorandum In Sur-Reply On Order To
38 Show Cause Re Contempt, filed March 3, 1993.

1 which it did not previously have at its disposal, it fails to
2 satisfy this prong of § 1008.

3 IV. SCIENTOLOGY'S MOTION SHOULD BE DENIED BECAUSE IT
4 HAS UNCLEAN HANDS AS IT SET THE MOTION UP BY
5 HAVING ITS COUNSEL ENGAGE IN DIRECT AND
6 UNAUTHORIZED COMMUNICATIONS WITH ARMSTRONG WHEN
7 HIS COUNSEL WAS ON VACATION.

8 The only "new fact" identified by Scientology in support of
9 the instant motion is a letter by Armstrong to Laurie J. Bartilson
10 dated May 3, 1993. What Scientology has not advised the Court in
11 its moving papers is that Armstrong's letter was the direct
12 response to a letter personally addressed to him by Laurie J.
13 Bartilson on April 28, 1993.

14 Therein, Ms. Bartilson, in contravention of Rules of
15 Professional Responsibility, Rule 2-100, ⁹/ wrote and faxed a
16 letter directly to Gerald Armstrong on April 28, 1993.

17 This letter stated:

18 "April 28, 1993

19 Gerald Armstrong
20 C/O HUB LAW OFFICES
21 711 Sir Francis Drake Boulevard
22 San Anselmo, CA 94960-1949

23 BY TELEFAX AND U.S. MAIL

24 Re: Your Appearance on KFAQ Radio

25 Dear Mr. Armstrong:

26 I have just been informed that you are scheduled to
27 appear on KFAQ radio in the San Francisco area at 5:00 p.m.
28 today on the "Life Line" show and that the topic to be
discussed is the "inner workings of Scientology."

29 ⁹ In pertinent part, said rule states: "(A) While
30 representing a client, a member shall not communicate directly or
31 indirectly about the subject of the representation with a party
32 the members knows to be represented by another lawyer in the
33 matter, unless the member has the consent of the other lawyer."

1 This letter serves to put you on notice that your
2 appearance on this show as described would constitute a
3 violation of the Settlement Agreement which you signed with
4 the Church of Scientology International on December 6, 1986.
5 You agreed on that date to forgo, inter alia, future media
appearances, in exchange for a substantial sum of money.
Specifically, such an appearance would be a violation of
paragraph 7D of the Agreement and will subject you to the
liquidated damages provision in that paragraph.

6 Should you appear on this radio show in violation of the
7 Agreement, the Church of Scientology International will
8 pursue all remedies within the judicial system to obtain
9 damages for the violation and/or to enjoin any future
10 violations of a similar nature. It is my sincere hope and
11 expectation that no one will attempt to induce you to further
12 breach your contractual obligations to the Church of
13 Scientology International by permitting you to appear as
14 scheduled.

15 Very truly yours,

16 Laurie J. Bartilson

17 cc: Ford Greene (BY TELEFAX)
18 Andrew H. Wilson (BY TELEFAX)
19 Legal Director, KFAX Radio (BY TELEFAX)"

20 (Exhibit A to Declaration of Ford Greene ["Greene Decl."])

21 At this time Greene was on vacation in New Orleans,
22 Louisiana. On May 3, 1993, without Greene's knowledge or consent,
23 Armstrong replied directly to Bartilson. (Greene's Decl.) It is
24 this response to Bartilson's violation of the Professional Rules
25 which is being used to justify the instant motion. (See
26 Scientology's Memo. in Support at 1:15-21)

27 Therefore, based upon the above violation, which is tied
28 directly to the instant motion, the motion should be denied
because Scientology has unclean hands. By bypassing Armstrong's
counsel while he was on vacation and writing directly to Armstrong
in violation of the Professional Rules, Bartilson provoked the
response which is now used as the basis for the instant motion.

1 Thus, Armstrong's written response thereto cannot be used against
2 him because to do so would violate Civil Code section 3517. ^{10/}

3 The clean hands doctrine bars a party from relief if the
4 party has engaged in any unconscientious conduct directly related
5 to the transaction before the court. DeRosa v. Transamerica Title
6 and Ins. Co. (1989) 213 Cal.App.3d 1390, 1397; Burton v. Sosinski
7 (1988) 203 Cal.App.3d 562, 573. The doctrine of unclean hands is
8 not restricted to defense of suits in equity, but also applies to
9 suits at law, because the distinction between law and equity has
10 been abolished in California. Pond v. Insurance Company of North
11 America (1984) 151 Cal.App.3d 280, 290; Fibreboard Paper Products
12 Corp. v. East Bay Union of Merchants (1964) 227 Cal.App.2d 675,
13 728. Where unclean hands is found, it operates as an absolute bar
14 to the moving party's ability to obtain a remedy.

15 The [unclean hands] rule is settled in California that
16 whenever a party who, as actor, seeks to set judicial
17 machinery in motion and obtain some remedy, has violated
18 conscience, good faith or other equitable principles in his
19 prior conduct, then the doors of the court will be shut
20 against him in limine; the court will refuse to interfere on
21 his behalf to acknowledge his right, or to afford him any
22 remedy."

23 Pond, supra, 151 Cal.App.3d at 290.

24 The moving party's improper conduct must have directly
25 "infected" the actual matter before the court, and must not merely
26 be unrelated conduct from the past. Ibid. The conduct must
27 relate "to the transaction concerning which the complaint is made;
28 i.e., it must pertain to the very subject matter involved and
affect the equitable relations between the litigants."

29 ¹⁰ This section states that "No one can take advantage of
30 his own wrong."

1 Fibreboard, supra, 227 Cal.App.2d at 728. The misconduct need
2 only be unconscientious, not fraudulent, to give rise to the
3 unclean hands rule. DeRosa, supra, 213 Cal.App.3d at 1395; Pond,
4 supra, 151 Cal.App.3d at 291. In Pond, the court explains:

5 The equitable principles underlying the clean hands doctrine
6 do not require a finding that [moving party] was guilty of
7 perjury, concealment, or other illegal conduct '[f]or it is
8 not only fraud or illegality which will prevent a suitor from
9 obtaining equitable relief. Any unconscientious conduct upon
10 his part which is connected with the controversy will repel
11 him from the forum whose very foundation is good conscience.'
12 [citations omitted.]

13 151 Cal.App.3d at 291 (Emphasis added.)

14 Therefore, Bartilson's violation of the Professional Rules is
15 alone sufficient reason to bar the motion, which is moreover, for
16 the reasons discussed above, frivolous and without merit.

17 Furthermore, an order imposing an undertaking would be
18 inappropriate on this basis because the injunction does not
19 prevent or prohibit Armstrong from speaking out publicly on
20 Scientology. ^{11/} This is the sole ground that Scientology can
21 assert in justification of its request for the imposition of an
22 undertaking which was unavailable to it at the time the stay
23 motion was litigated.

24 ¹¹ The Court should note, however, that Scientology did
25 seek, but was unable to obtain, injunctive relief which would
26 prevent Armstrong from making media appearances in alleged
27 violation of the agreement. In its Renewed Notice Of Motion And
28 Motion For Preliminary Injunction signed April 13, 1992 and filed
herein, Scientology sought to enjoin" defendants Gerald Armstrong
("Armstrong") and all others acting in concert or participation
therewith, or any of them, from violating any and all provisions
of the settlement agreement entered into by the Church and
Armstrong in December of 186 . . ." Such injunctive relief,
however, did not issue. The Court should also note the
misrepresentation of Scientologist Attorney Bartilson that "Judge
Sohigian's order simply did not address Armstrong's media
appearances and interviews in violation of the Agreement . . .
(Moving Memo. at fn 3, p. 2.)

1 the California Rules of Court, Ms. Bartilson would have included
2 Code of Civil Procedure § 1008 in the notice of motion and would
3 not have "inadvertently" neglected to include a copy of her own
4 unauthorized communication with Armstrong as Exhibit K to her
5 client's motion for "clarification."

6 **V. MONETARY SANCTION SHOULD BE AWARDED AGAINST**
7 **SCIENTOLOGY FOR BRINGING A MERITLESS AND FRIVOLOUS MOTION**

8 Pursuant to Code of Civil Procedure section 128.5, Armstrong
9 seeks an Order compelling Scientology to pay monetary sanctions to
10 Armstrong for bringing a motion that is either frivolous, brought
11 for the sole purpose of harassing Armstrong, or both. Frivolous
12 means (a) "totally and completely without merit," or (b) "for the
13 sole purpose of harassing an opposing party." Code of Civil
14 Procedure section 128.5 (b)(2). A motion is "frivolous" and made
15 in "bad faith" where "any reasonable lawyer would agree that it is
16 totally devoid of merit;" e.g. lacking any basis in statutory or

17 ¹²(...continued)

18 p. 1. Later in the CNN segment, Mr. Greene states, "It'll be
19 extremely damaging because Scientology has spent a whole ton of
20 dough on not only keeping Gerry silent but a lot of other people
21 silent. And if Gerry's case unravels, it's the first domino, and
22 all the rest of them are going to unravel." Ex. F, p. 3."

23 "14. Mr. Armstrong's statements, broadcast by CNN, accuse Mr.
24 Hubbard of fraud, . . ."

25 "16. On March 21, 1992, a story appeared in the Marin County
26 Independent Journal titled, "Marin Judge Orders Scientology Suit
27 Moved." A true and correct copy of that article is attached
28 hereto as Exhibit G. In that article, Mr. Armstrong is quoted by
the reporter, Mr. Neill, as saying that "he initially abided by
the settlement provision that mandated he not speak about his
experiences in the church" but later deliberately decided to
breach that provision of the Agreement. Ex. G.

"17. Mr. Armstrong's statements to Mr. Neill demonstrate that
Mr. Armstrong's violations of the Agreement and the TRO were
wilful, deliberate and intentional."

The foregoing statements made by Scientologist Attorney
Laurie J. Bartilson expose the lie of her statement to this Court
that Scientology did not know of Armstrong's media contacts prior
to the hearing on the preliminary injunction.

1 case law, or without the necessary evidence to support it.

2 Karawasky v. Zachay (1983) 146 Cal.App.3d 679, 681.

3 Moving for reconsideration of a matter previously ruled upon
4 without complying with the statutory requirements governing
5 reconsideration is a proper basis upon to award sanctions for
6 bringing a frivolous motion. Fegeles v. Kraft (1985) 168
7 Cal.App.3d 812. In Fegels, plaintiffs brought essentially the
8 same motion to transfer three times. Although the motion was not
9 entitled as one for reconsideration, on appeal the Second District
10 noted the "conspicuous absence of compliance with Code of Civil
11 Procedure section 1008 . . ." Id. at 814. Although the court of
12 appeal remanded the cause back to the trial court, the reason
13 therefore was not because the trial court had erred in determining
14 that sanctions were appropriate, but because it failed to make
15 sufficiently detailed findings justifying the order.

16 Sanctions should be imposed in the case at bar. Scientology
17 has completely disregarded the 10-day rule. In addition, it has
18 cited no facts which it didn't already have at its disposal.
19 Further, and most illustrative of Scientology's bad faith, is its
20 effort to exploit its counsel's violation of Professional Rule 2-
21 100 by communicating directly with Armstrong into the basis for
22 bringing the motion by provoking Armstrong's response.

23 Such conduct should be punished. Armstrong's counsel spent
24 seven and one-half hours reviewing the instant motion, researching
25 authority for the opposition thereto, and drafting the opposing
26 papers. Counsel will additionally incur approximately an hour to
27 review Scientology's reply brief and to prepare for the hearing on
28 the matter, four hours of travel time and one hour at the hearing.

1 Counsel bills out his services in cult-related litigation in the
2 amount of \$200.00 per hour (\$75.00 per hour for travel time) for a
3 total of \$2,325.00.

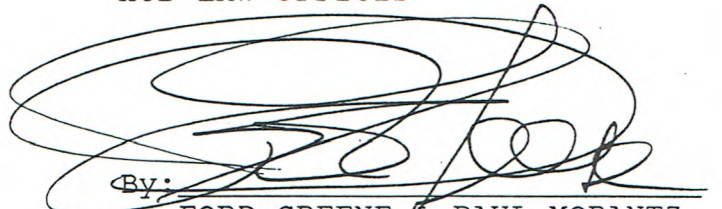
4 In an effort to cause Scientology to withdraw its motion, a
5 copy of this opposition was provided to Scientology by telecopier
6 on May 17, 1993. A copy of the letter from Armstrong's counsel to
7 Bartilson is attached as Exhibit C to Greene's Declaration.
8 Scientology has decided, however, to proceed with its misguided
9 exercise in judicial folly.

10 **VI. CONCLUSION**

11 Based upon the foregoing factual points and legal
12 authorities, defendant Gerald Armstrong respectfully submits that
13 Scientology's motion for clarification, or for the modification of
14 the stay order so as to be predicated on Armstrong's posting of an
15 undertaking, should be denied.

16 DATED: May 17, 1993.

HUB LAW OFFICES

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By:

FORD GREENE & PAUL MORANTZ
Attorneys for Defendants
GERALD ARMSTRONG and THE
GERALD ARMSTRONG CORPORATION

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PROOF OF SERVICE

I am employed in the County of Marin, State of California. I am over the age of eighteen years and am not a party to the above entitled action. My business address is 711 Sir Francis Drake Boulevard, San Anselmo, California. I served the following

documents: DEFENDANT ARMSTRONG'S OPPOSITION TO MOTION FOR CLARIFICATION, OR, IN THE ALTERNATIVE, TO REQUIRE POSTING OF AN UNDERTAKING; REQUEST FOR SANCTIONS FROM PLAINTIFF AND BOWLES AND MOXON; DECLARATION OF FORD GREENE IN OPPOSITION TO MOTION FOR CLARIFICATION, OR, IN THE ALTERNATIVE, TO REQUIRE POSTING OF AN UNDERTAKING AND IN SUPPORT OF REQUEST FOR SANCTIONS; PROPOSED ORDER

on the following person(s) on the date set forth below, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California:

Andrew Wilson, Esquire By Fax
WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

LAURIE J. BARTILSON, ESQ. By Fax
Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Los Angeles, California 90028

PAUL MORANTZ, ESQ.
P.O. Box 511
Pacific Palisades, CA 90272

(By Mail) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at San Anselmo, California.

(State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

DATED: May 17, 1993

